

BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
PARK PLAZA CIVIC ADVISORY COMMITTEE

A G R E E M E N T

THIS AGREEMENT, made this 5th day of September, 1974,
by and between the BOSTON REDEVELOPMENT AUTHORITY, a public
body, politic and corporate, organized and existing pursuant
to the provisions of Chapter 121B of the General Laws of
the Commonwealth of Massachusetts, hereinafter called the
"Authority", and the PARK PLAZA CIVIC ADVISORY COMMITTEE,
INC., a charitable corporation organized and existing under
the laws of the Commonwealth of Massachusetts, hereinafter
called the "CAC";

WITNESSETH THAT:

WHEREAS, it is desirable to encourage the existence
of true communities and to give the citizens of those
communities a major role in the further planning and
development of the Park Plaza Urban Renewal Plan and the
Park Plaza Urban Renewal Project; and

WHEREAS, the Authority and the CAC have expressed their mutual desire to cooperate with one another in the preparation and implementation of future plans and redevelopment of the Project Area; and

WHEREAS, the Authority and the CAC are desirous of establishing the terms upon which the Authority and the CAC will carry out their responsibilities; and

WHEREAS, the Department of Community Affairs' approval of the Park Plaza Urban Renewal Plan dated March 5, 1974, contained the provision that:

"in the process of carrying out the Work Program, the Authority shall be advised by the Park Plaza Civic Advisory Committee, it being understood that final resolution of any issue involving the Work Program shall be made by the Authority; the Director shall offer a proposal for cooperation to formalize this relationship."

NOW, THEREFORE, in mutual consideration of the covenants herein contained, the Authority and the CAC agree to cooperate fully and to participate actively in all stages of the renewal and redevelopment of the Park Square and Downtown Entertainment Districts of the City of Boston, and without limiting the generality of the foregoing, the parties agree more particularly as follows:

I. SCOPE OF SERVICES

CAC, in keeping with the objectives of the above stated, shall perform the following services:

A. CAC agrees to hold open and public meetings in accordance with its By-Laws and to operate an office to handle all business related to the Project. ^{its}

B. CAC agrees to maintain a complete set of minutes of its meetings concerning the Project and to make these records available to the public and/or the Authority upon request.

C. CAC agrees to communicate regularly with the Authority in order that the Authority may accurately assess its relationship with the community and respond to the needs expressed.

D. CAC shall submit an annual report to the Authority on its activities.

E. The Authority and CAC acknowledge that CAC is comprised of a broad base of community, civic and business groups. In an effort to preserve the essential character of the present membership of CAC, CAC shall not modify Section 3 appearing on page 3A of its Articles of Organization or Section II of its By-Laws in such a way as to alter such essential character without the prior written consent of the Director of the Authority. Further, neither the Authority nor CAC shall take any action to cause the essential character or representative nature of the present membership of CAC to be altered, but CAC may elect additional members pursuant to its Articles of Organization and By-Laws. CAC shall not be responsible for the voluntary withdrawal of any member of CAC or for the failure of any member of CAC to participate in any CAC activities, and no such withdrawal or failure shall constitute a default under this paragraph E.

II. BUDGET FOR SERVICES

The Authority will provide the CAC with sufficient office space, equipment, supplies and facilities in the office of the Authority in City Hall to enable CAC to participate meaningfully in the renewal and redevelopment of the Park Square and Downtown Entertainment Districts of the City of Boston. Unless otherwise agreed upon in writing by the parties:

(a) the office space and equipment to be provided shall consist of at least two (2) offices of average size and with average furnishings, including desks, chairs, tables, typewriters, filing cabinets and telephones;

(b) reasonable amounts of ordinary office supplies and services will be supplied by the Authority;

(c) upon the request of CAC, the Authority agrees to provide reasonable amounts of professional advice in such fields as legal advice, financial, engineering, architecture, city planning, and other fields in which the Authority's personnel are qualified.

The Authority will furnish to CAC sufficient financial support, by deposits in a bank account designated by the CAC with the approval of the Authority, to enable CAC to hire consultants and to obtain other services in order to participate meaningfully in the renewal and redevelopment of the Park Square and Downtown Entertainment Districts of the City of Boston. Without limiting the generality of the foregoing, the Authority agrees that the maximum aggregate value of all services under (a) and (b) above, shall be \$65,000 for the first year, contingent upon these funds being made available by the Commonwealth and the City. However, the Authority will assist the CAC in obtaining additional funding from public and/or private sources. The Authority and the CAC will negotiate a budget for the next year in the ninth month of the fiscal year of the CAC.

III. METHOD OF PAYMENT

A. Upon the execution of this Agreement and provision of \$25,000 for CAC by the Commonwealth, the Authority shall issue to CAC a check in the amount of \$25,000 in accordance with the terms and conditions relating to disbursements established by the Commonwealth.

B. On or before the tenth day of each calendar month the CAC shall furnish the Authority with a monthly financial

statement signed by an officer of CAC which shall be prepared as to accurately reflect its receipts, credits, disbursements and incurred expenses during the previous month. The first such statement shall be due on or before the tenth day of the second calendar month following execution of this Agreement. Within ten days of each such statement, the Authority shall reimburse CAC for its proper expenditures as reflected in the statement.

C. It is understood and agreed that any funds remaining unused at the time of the expiration of this Agreement held either by CAC or the Authority, will revert automatically to the Authority.

IV. DISCLAIMER OF AGENCY

A. It is understood and agreed that neither CAC nor any personnel engaged under this Agreement are employees, agents or servants of the Authority.

V. COMMUNICATION OF INFORMATION

A. The Authority agrees to conduct regular and timely meetings to advise and inform the CAC as to status of planning and development for the Urban Renewal Plan as a whole and the status of planning and development on each disposition parcel within the Project Area.

B. The Authority agrees, upon the commencement of planning a proposal for the development of any disposition parcel, or at the commencement of preparing any change in the Urban Renewal Plan, to immediately inform the CAC of such proposal.

C. The Authority agrees to provide the CAC open and free access to all planning data, studies, surveys, reports, contracts, plans, proposals, specifications, applications and related information available to the Authority except where the furnishing of such information would violate the right to privacy of individual citizens, or where information must be maintained in a confidential classification (such as appraisals and inter-office memoranda).

D. The Authority shall notify the CAC of the tentative selection of any new developer not less than fifteen (15) days prior to the date set for designation by the Board of said developer and such notification shall include a copy of all the specifications of the development plans that have been submitted or are available to the Authority for the parcel in question. Any additional specifications shall be submitted to the CAC immediately upon receipt by the Authority.

E. The Authority shall notify the CAC of any proposed change in the Urban Renewal Plan not less than twenty-one (21) days prior to the submission of such proposed change to the Board.

F. The Authority shall submit to the CAC any memo, change order, or other item related to the Project not less than fifteen (15) days prior to submission to the Board and notify the CAC of the Board action on any such item by the end of business of the following day.

G. The Authority shall notify the CAC of any proposed change in zoning or use of any land or building that the Authority proposes not less than twenty-one (21) days prior to submission of such change proposal to the Board.

H. The Authority shall notify the CAC of any proposed change in zoning or use of any land or building by a property owner or other applicant immediately upon receipt of such application for change by the Authority.

I. The Authority shall notify the CAC not less than fifteen (15) days prior to the submission to the Board of a request for an advertisement for bids for capital improve-

ments to public facilities, open spaces or streets. Such notification to the CAC shall include specifications and plans for the work to be undertaken.

VI. MUTUAL COOPERATION IN PLANNING AND
IMPLEMENTATION OF PROJECT AREA

A. The Authority and CAC mutually agree that CAC shall be permitted in an advisory capacity to actively participate in all stages of the further planning of the Park Plaza Project and to continuously review the implementation of those plans.

B. The parties agree that each of them has a responsibility to participate in any environmental impact review as may be required of them by law and (a) to ensure that the social, economic and environmental effects of all aspects of the Park Plaza Urban Renewal Project are fully investigated and reported, (b) to ensure that all feasible measures have been taken to avoid or minimize adverse social, economic and environmental effects and (c) to ensure that meaningful alternative development plans are fully and simultaneously pursued at every stage of the planning and development process. For this reason the Authority acknowledges its responsibility to observe and perform in all material respects the items and provisions of the August 1, 1973 Work Program included in the December 5,

1973 resubmission of the Park Plaza Urban Renewal Project to the Department of Community Affairs. This Work Program establishes a system of project controls which will lead to the development of a thorough and objective environmental impact report and to the full and meaningful participation of citizens in the planning process. Such participation is seen as an integral part of the process of urban renewal and also of the reporting process for analyzing environmental impacts. Without limiting the generality of the foregoing, the Authority will fully investigate in appropriate detail the alternatives set forth on pages 24-26 of the Work Program, or such other alternatives as may be agreed upon by the parties, and the Authority agrees to review simultaneously all the alternatives that have been specified or that may be agreed upon.

C. The failure of either party to perform any provision of the Work Program or any provision of Paragraph B of Article VI of this Agreement shall not be deemed a default hereunder, and neither party shall maintain any cause of action or seek any arbitration against the other for any failure or alleged failure to perform any such provision.

The responsibility of the Authority for certifying the completeness of the Work Program, or any portion thereof, as required by the Department of Community Affairs' approval dated March 5, 1974, shall not be affected hereby.

D. If and whenever CAC deems it desirable, the Director of the Authority will assist CAC in obtaining direct access to the Board of the Authority and to the Mayor of the City of Boston.

VII. CONSTRUCTION OF AGREEMENT

A. The terms and provisions of this Agreement shall not abrogate nor conflict with the responsibilities of the Authority as established by State and Federal law.

B. CAC shall have incorporated under the laws of Massachusetts in order to receive contracts from the Authority pertaining to delegating certain activities pursuant to the Urban Renewal Plan; CAC may subcontract those delegates provided such delegations of functions are not prohibited by law or regulations promulgated by HUD or the Authority.

C. The parties hereby acknowledge and agree that all references to the Civic Advisory Committee, Civic Advisory Board, or Civic Advisory Corporation in any documents

or correspondence relating to the Park Plaza Urban Renewal Project shall be deemed to refer exclusively to the CAC.

VIII. TERM OF AGREEMENT

The parties hereby agrees that this Agreement shall remain in force for three (3) years from the date of execution and that three (3) months prior to its expiration, the parties shall negotiate for renewal.

IX. ARBITRATION

In the event of any dispute arising hereunder, the parties agree to submit to arbitration before the president of the Boston Bar Association or his designee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in five counterparts to be duly executed under seal as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

BY _____
Director

PARK PLAZA CIVIC ADVISORY
COMMITTEE, INC.

BY _____
President

APPROVED AS TO FORM:

General Counsel For
Boston Redevelopment Authority

MEMORANDUM

September 12, 1974

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: PARK PLAZA URBAN RENEWAL PROJECT
AUTHORIZATION FOR DIRECTOR TO ENTER INTO
AGREEMENT WITH THE PARK PLAZA CIVIC
ADVISORY COMMITTEE

The Massachusetts Department of Community Affairs, in making the various findings on the Park Plaza Urban Renewal Plan, granted its approval subject to certain provisions. One of these is that the Authority shall be advised by the Park Plaza Civic Advisory Committee and that the Director shall offer a proposal for cooperation to the Committee to formalize this relationship.

As you know, the Park Plaza Civic Advisory Committee is the project area committee for citizen participation. It was formed over a year ago at my invitation, and has been meeting regularly with me and the staff.

The funding for the Committee will come jointly from the Commonwealth and the City, and is contingent upon the funds being authorized. The Department of Community Affairs has indicated that \$25,000 is presently available for the Committee. Approval of this contract will also permit the State to disburse funds which are necessary to begin the environmental review of Park Plaza.

I urge your approval of this agreement.

An appropriate vote follows.

VOTED: That the Director is hereby authorized to enter into an agreement with the Park Plaza Civic Advisory Committee in substantially the form as attached.

Attachment: